

UTAH OIL AND GAS CONSERVATION COMMISSION

REMARKS: WELL LOG _____ ELECTRIC LOGS _____ FILE ☒ WATER SANDS _____ LOCATION INSPECTED _____ SUB. REPORT/abd _____

*Location Abandoned - well never drilled - Feb 5, 1982

DATE FILED 10-15-80

LAND: FEE & PATENTED

STATE LEASE NO.

PUBLIC LEASE NO.

INDIAN 14-20-462-1133

DRILLING APPROVED: 10-20-80

SPUDDED IN:

COMPLETED:

PUT TO PRODUCING:

INITIAL PRODUCTION:

GRAVITY A.P.I.

GOR.

PRODUCING ZONES:

TOTAL DEPTH:

WELL ELEVATION:

DATE ABANDONED: LA Feb 5, 1982

FIELD: CEDAR RIM

UNIT:

COUNTY: DUCHESNE

WELL NO. SINK DRAW #3-A

API NO. 43-013-30546

LOCATION 660' FT. FROM (N) (S) LINE.

1484'

FT. FROM (E) (W) LINE.

SW $\frac{1}{4}$ SE $\frac{1}{4}$

1/4 - 1/4 SEC. 13

TWP.

RGE.

SEC.

OPERATOR

TWP.

RGE.

SEC.

OPERATOR

13S

7W

13

KOCH EXPLORATION COMPANY

KOCH EXPLORATION COMPANY

SUITE 530 ONE PARK CENTRAL 1515 ARAPAHOE STREET
DENVER, COLORADO 80202 TEL. 303-623-5266

September 5, 1980



State of Utah
Department of Natural Resources
Division of Oil, Gas and Mining
1588 West North Temple
Salt Lake City, Utah 84116

Re: Cedar Rim-Sink Draw Field
Duchesne County, Utah

Gentlemen:

Koch's Sink Draw #3 well located in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ (1431' FNL and 1613' FEL) Section 13-T3S-R7W, USM, Duchesne County, Utah is currently a producing well.

We propose to drill the Sink Draw #3-A as an infill well to be located in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ (660' FSL and 1484' FEL) of said Section 13. For your information, a location plat is attached. This well will be drilled to the Wasatch Formation at an approximate total depth of 10,500 feet. If this well is productive, the Sink Draw #3 will be plugged and abandoned. It is our intention, however, to utilize the existing tank battery on the Sink Draw #3 location for the produced products from the Sink Draw #3-A by laying a pipeline along our planned access road between the two wells.

Koch is current owner of all leasehold interests in the direct and diagonal offset sections to the Sink Draw #3-A proposed location, being Sections 18 and 19-T3S-R6W, USM and Section 24-T3S-R7W, USM.

A formal application to drill the Sink Draw #3-A will be forthcoming; however, we would like your approval at this time to proceed with our plans to drill said well.

Yours very truly,

Janet K. Kruse
Janet K. Kruse
Landman

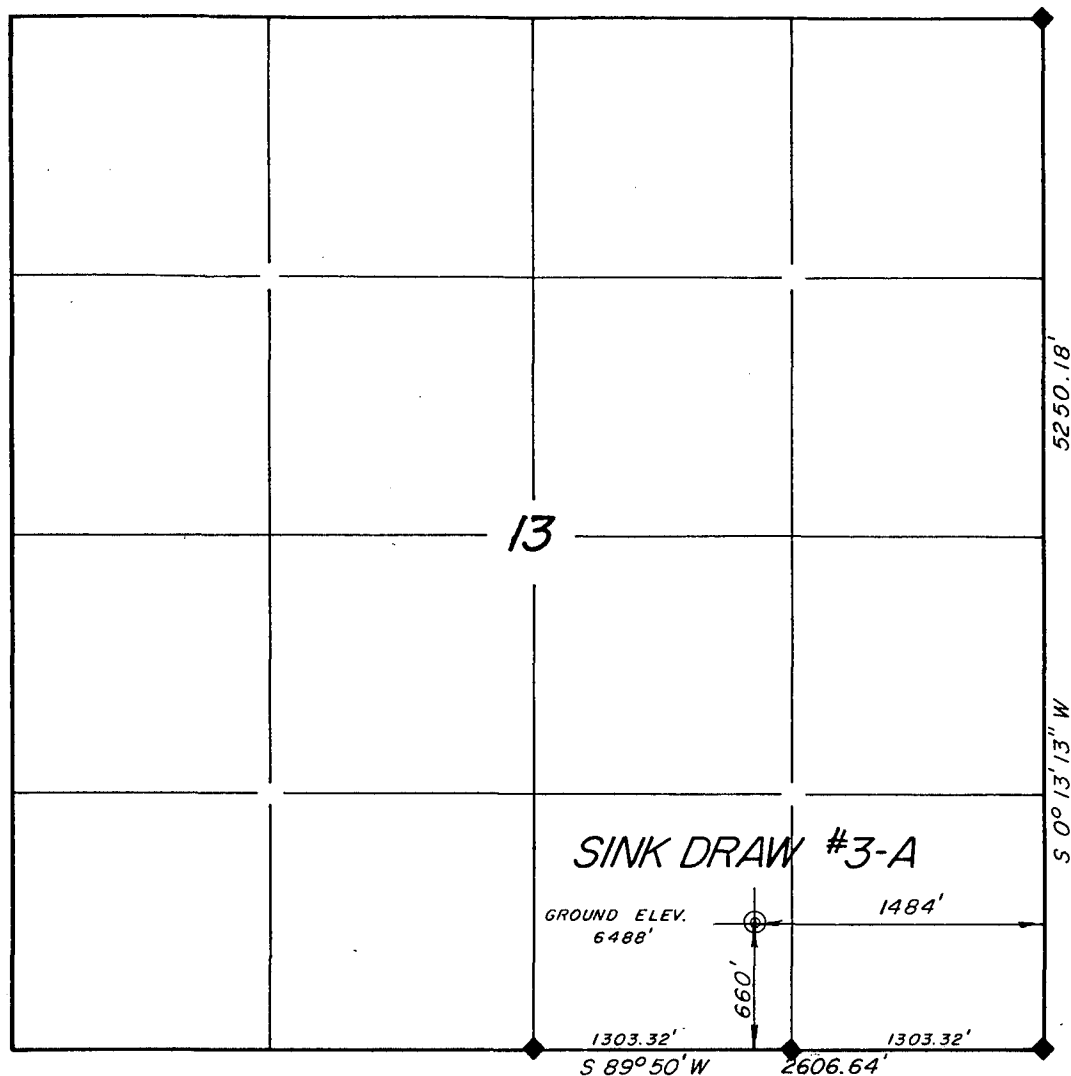
APPROVED BY THE DIVISION
OF OIL, GAS, AND MINING

DATE: _____
BY: _____

mwc
Encl

**KOCH EXPLORATION CO.
WELL LOCATION PLAT
SINK DRAW #3-A**

Located in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of
Section 13, T3S, R7W, U.S.B. & M.



SCALE: 1"=1000'

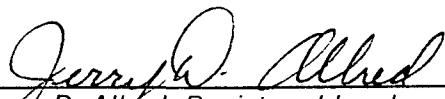
LEGEND & NOTES

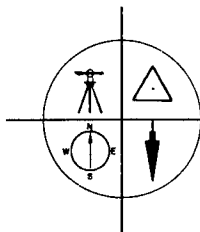
- ◆ Existing Monuments found and used by this survey.

The General Land Office Plat was used for reference as were records on file in the Duchesne County Recorder's Office.

SURVEYOR'S CERTIFICATE

I hereby certify that this plat was prepared from field notes of an actual survey performed by me, during which the shown monuments were found or established.


Jerry D. Allred, Registered Land
Surveyor, Cert. NO. 3817 (Utah)



JERRY D. ALLRED & ASSOCIATES
Surveying & Engineering Consultants

121 North Center Street
P.O. Drawer C
DUCESNE, UTAH 84021
(801) 738-5352

3 Sept. 80

73-122-011

KOCH EXPLORATION COMPANY

SUITE 530 ONE PARK CENTRAL 1515 ARAPAHOE STREET
DENVER, COLORADO 80202 TEL 303-623-5266



September 10, 1980

U. S. Geological Survey
Room 2000, Administration Bldg.
1745 W. 1700 S.
Salt Lake City, UT

Attn: E. W. Gynn

Re: Sink Draw #3A
SWSE Section 13-T3S-R7W
Duchesne County, Utah

Gentlemen:

Submitted, in triplicate, is Application for Permit to Drill the Sink Draw #3-A well, located in the SWSE Section 13-T3S-R7W, Duchesne County, Utah.

Accompanying this Application for Permit to Drill is a 10-point operational plan, schematic of blow-out control equipment, survey plat, surface use plan with topographic maps, access road plat, location layout, and copies of two Right-of-Way and Easement Agreements and Rehabilitation Plans which have been sent to the surface owners for execution. When the signed copies have been received by Koch, we shall forward same to you.

Your early attention and approval of our Application to Drill will be appreciated.

Yours very truly,

A handwritten signature in cursive script that reads "Janet Kae Kruse".

Janet Kae Kruse
Landman

mwc
Encl

cc: BIA - Uintah & Ouray Agency, Fort Duchesne, UT 84026
Grant Farley
Esker Matteson
J. A. Ziser

cc: State Oil & Gas Commission.

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

APPLICATION FOR PERMIT TO DRILL, DEEPEN, OR PLUG BACK

1a. TYPE OF WORK

DRILL ☒DEEPEN ☐PLUG BACK ☐

b. TYPE OF WELL

OIL
WELL ☒GAS
WELL ☐OTHER ☐SINGLE
ZONE ☒MULTIPLE
ZONE ☐

2. NAME OF OPERATOR

Koch Exploration Company, a division of Koch Industries, Inc.

3. ADDRESS OF OPERATOR

1 Park Central, Suite 530, Denver, CO 80202

4. LOCATION OF WELL (Report location clearly and in accordance with any State requirements.)*

At surface
660' FSL, 1484' FEL (SW $\frac{1}{4}$ SE $\frac{1}{4}$) Section 13-T3S-R7W

At proposed prod. zone

Same

14. DISTANCE IN MILES AND DIRECTION FROM NEAREST TOWN OR POST OFFICE*

15.1 miles northwest of Duchesne, Utah

15. DISTANCE FROM PROPOSED*

LOCATION TO NEAREST

PROPERTY OR LEASE LINE, FT.

(Also to nearest drlg. unit line, if any)

660' FSL, 1484' FEL

16. NO. OF ACRES IN LEASE

640.00

17. NO. OF ACRES ASSIGNED
TO THIS WELL

640.00

18. DISTANCE FROM PROPOSED LOCATION*

TO NEAREST WELL, DRILLING, COMPLETED,
OR APPLIED FOR, ON THIS LEASE, FT.

Approx 3,000'

19. PROPOSED DEPTH

10,500'

20. ROTARY OR CABLE TOOLS

Rotary

21. ELEVATIONS (Show whether DF, RT, GR, etc.)

Ground 6,488'

22. APPROX. DATE WORK WILL START*

12/1/80

23. PROPOSED CASING AND CEMENTING PROGRAM

| SIZE OF HOLE | SIZE OF CASING | WEIGHT PER FOOT | SETTING DEPTH | QUANTITY OF CEMENT |
|--------------|----------------|-----------------|---------------|---|
| 14-3/4" | 10-3/4" | 40.5# J55 ST&C | 600' | 300 sx Class "G" w/3% CaCl |
| 8-3/4" | 7-5/8" | 26.4# N80 LT&C | 8,000' | 200 sx BJ lite & 100 sx Cl "G" w/2%CaCl |
| 6 1/2" | 5 1/2" | 17.0# J55 LT&C | 10,500' | 200 sx Cl "G" w/2% Gel, 0.4% R-5 |

Conductor Casing 20"

30'

Cmtd to surface

See attached sheet for casing, cementing and drilling program.

APPROVED BY THE DIVISION
OF OIL & GAS PLANNING
DATE: 1/15/81
BKB

IN ABOVE SPACE DESCRIBE PROPOSED PROGRAM: If proposal is to deepen or plug back, give data on present productive zone and proposed new productive zone. If proposal is to drill or deepen directionally, give pertinent data on subsurface locations and measured and true vertical depths. Give blowout preventer program, if any.

24.

SIGNED

Robert D. Dornick

TITLE

District Landman

DATE

September 10, 1980

(This space for Federal or State office use)

PERMIT NO.

43-013-30546

APPROVAL DATE

APPROVED BY

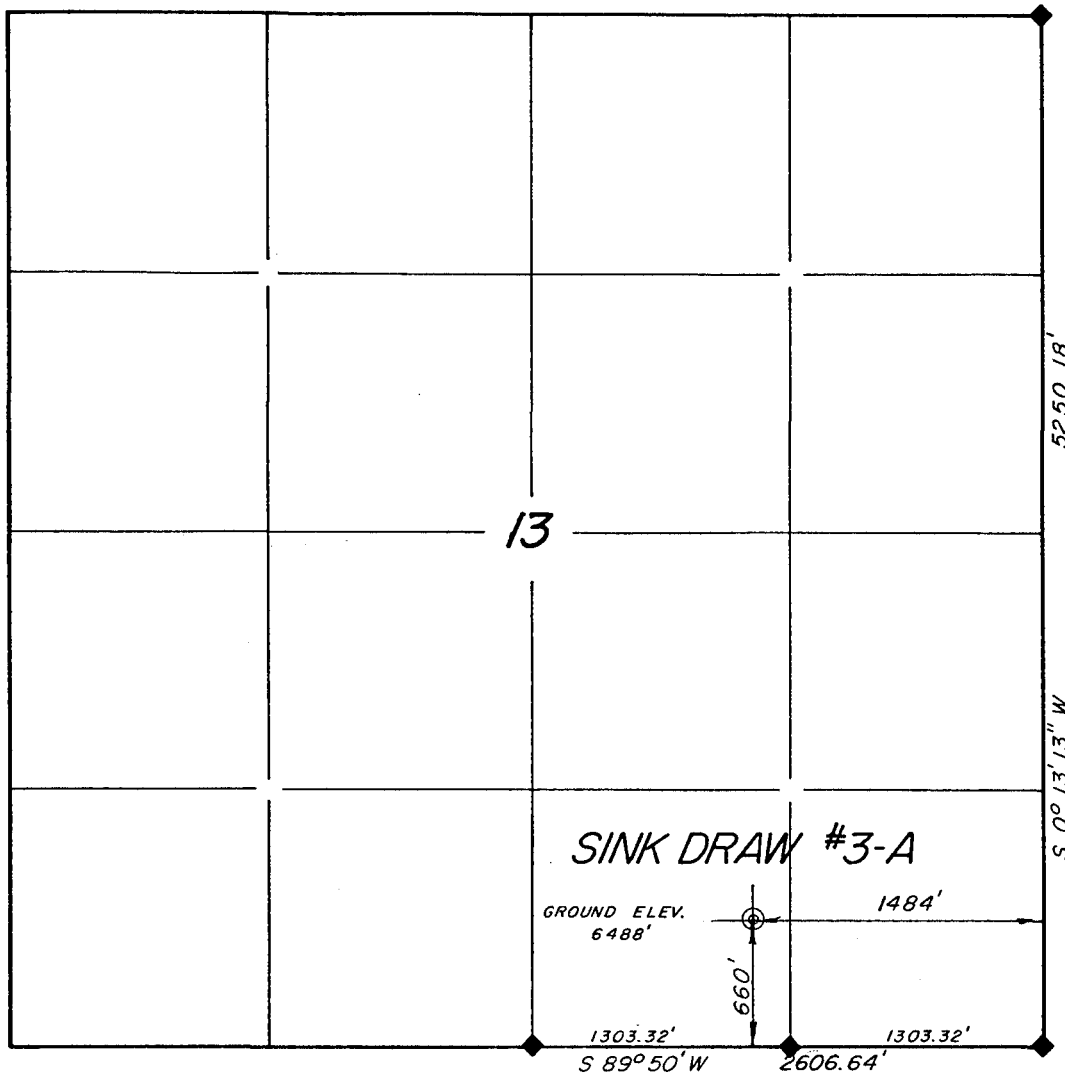
TITLE

DATE

CONDITIONS OF APPROVAL, IF ANY:

**KOCH EXPLORATION CO.
WELL LOCATION PLAT
SINK DRAW #3-A**

Location in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of
Section 13, T3S, R7W, U.S.B. & M.



SCALE: 1"=1000'

LEGEND & NOTES

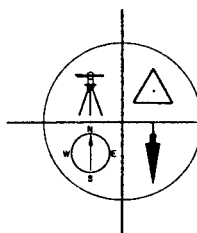
- ◆ Existing Monuments found and used by this survey.

The General Land Office Plat was used for reference as were records on file in the Duchesne County Recorder's Office.

SURVEYOR'S CERTIFICATE

I hereby certify that this plat was prepared from field notes of an actual survey performed by me, during which the shown monuments were found or established.

Jerry D. Allred
Jerry D. Allred, Registered Land
Surveyor, Cert. NO. 3817 (Utah)



JERRY D. ALLRED & ASSOCIATES
Surveying & Engineering Consultants

121 North Center Street
P.O. Drawer C
DUCESNE, UTAH 84021
(801) 738-5352

3 Sept. 80

73-122-011

1. Geologic name of surface formation - Uinta Formation (Eocene).
2. Estimated tops of important geologic markers -

| | |
|---|-------|
| Evacuation Creek, Member of Green River Formation | 3480' |
| Parachute Creek, Member of Green River Formation | 5020' |
| Douglas Creek, Member of Green River Formation | 6425' |
| Lower Green River Marker | 7800' |
| Wasatch Formation | 8100' |
3. Estimated depths at which oil and gas will be encountered: From 3500' to 10,500'
4. Proposed casing program:

| | | | |
|------------------|---------|-------|----------|
| Surface casing | 10-3/4" | 40.5# | J55 ST&C |
| Intermediate csg | 7-5/8" | 26.4# | N80 LT&C |
| Production csg | 5-1/2" | 17.0# | J55 LT&C |
| Conductor csg | 20" | | |

Proposed setting depth of each casing string and the amount and type of cement including additives:

10-3/4" csg @ 600', cmt w/300 sx Class "G" w/3% CaCl

7-5/8" csg @ 8,000', cmt w/200 sx BJ lite and 100 sx Class "G" w/2% CaCl.

5-1/2" liner from 7,800' to 10,500' , cmt w/200 sx Class "G" w/2% Gel, 0.4% R-5.
5. Pressure control equipment, well heads and BOP's:

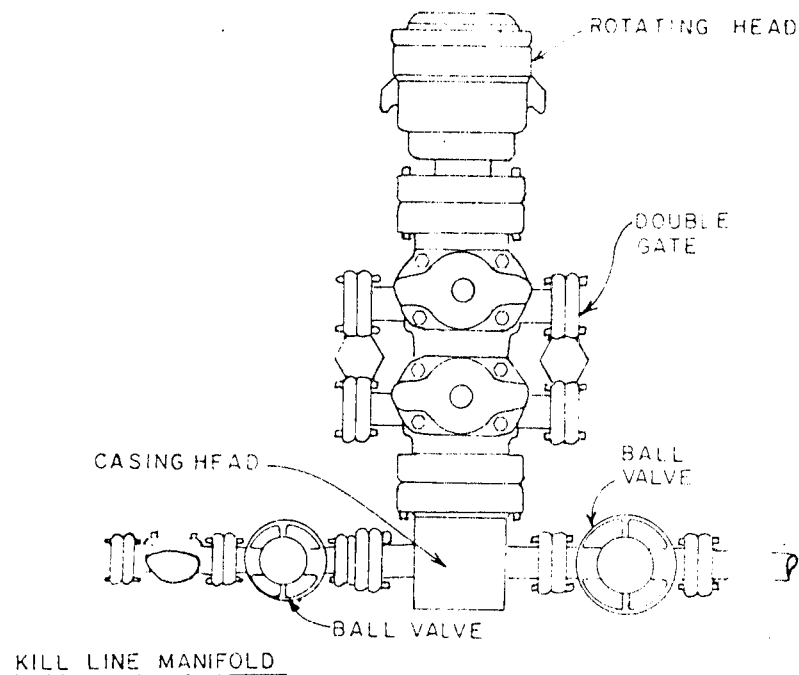
13-3/8" csg head - 3000# WP Gray Head or equivalent.
9-5/8" csg head - 5000# WP Gray Head or equivalent.
13" 900 Series Shaffer Double Hydraulic BOP.
13" 900 Series GK Hydrill BOP w/80 gal accumulator.
SWACO HP Kill & choke manifold.
PVT Mud sensory equipment & rate indicator.
Degasser & Gas Buster
Rotating Drilling Head
Upper & Lower Kelly Cocks
Well Mud Logging Unit
Kill valve on Rig Floor - for stab-in.
Bulk Barite Storage.
6. Mud Program:

0 to 600' Fresh water. Spud mud 8.8 to 9.5#. 600 to 4500'. 4500' to 6400' Fresh water native mud 8.8 to 9.5# 6400 to TD Gel-Benex mud 9.2 to 13.0#. Mud pits will hold approx. 300 bbls. Will keep several hundred bbls produced water in reserve pit. Will have bulk barite storage hopper w/several tons on location at all times.
7. Auxillary Equipment:

Floats in drill pipe at bit
Upper and lower Kelly cocks
Kill valve on rig floor - for stab-in.
8. Testing, logging and coring program:

No drill stem tests anticipated.
No cores will be cut.
Dual Induction Laterolog with GR, FDC Logs will be run.
9. No abnormal pressures, temperature or poison gas anticipated.
10. Plan to start drilling well by 12/1/80. Well should be completed in 90 days.

BLOWOUT PREVENTOR



Sink Draw #3-A Well
660' FSL, 1484' FEL
Section 13-T3S-R7W
Duchesne County, Utah

1. Existing Roads - See accompanying USGS map.

A. See accompanying certified location plat and signed topographic map prepared by Jerry D. Allred and Associates.

B. Drive west from Duchesne, Utah 6.8 miles on U.S. 40. Turn north and drive on well travelled graded road 1.5 miles to a junction. Continue west on graded road approximately 4.8 miles; then turn north on graded road and drive approximately two miles.

C. The graded road is labeled on the accompanying USGS map.

D. The existing roads within a one-mile radius of the proposed location site are shown on the accompanying map and labeled as to the type of surface and condition.

E. The proposed well is a development well. See item "D" above.

F. The graded road from Highway 40 does not need any improvement.

2. Planned Access Roads - See accompanying USGS map.

(1) The constructed access road will be 15-20 feet wide.

(2) The maximum grade on any part of the access road will be 2%.

(3) There will be no turnouts provided or constructed.

(4) Borrow ditches and culverts will be installed, where necessary.

(5) Location and size of culverts and cuts and fills will be determined upon surface inspection with dirt contractor.

(6) We will not add any surface material in construction of access road. If production is established, then some gravel may be needed, the source of such gravel to come from a location near State Highway 87. (See attached topographic map).

(7) There will be no gates, cattleguards, or fence cuts.

(8) Proposed access road is center line flagged. See attached topographic map and Exhibit A showing proposed route.

3. Location of Existing Wells.

(1) through (3) None.

(4) Ute-1 well in NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18.

(5) None.

(6) Sink Draw #2, SWNE Section 24-T3S-R7W; Sink Draw #3, SWNW Section 13-T3S-R7W; Sink Draw #4, SENE Section 14-T3S-R7W; Cedar Rim #3, SWNE Section 19-T3S-R6W; Cedar Rim #9, SWNE Section 18-T3S-R6W.

(7) through (9) None.

4. Location of Existing and/or Proposed Facilities.

A.(1) and (2) Tank batteries and production facilities located at Sink Draw #2, SWNE Section 24-T3S-R7W; Sink Draw #3, SWNW Section 13-T3S-R7W; Sink Draw #4, SWNE Section 14-T3S-R7W; Cedar Rim #3 SWNE Section 19-T3S-R6W, Cedar Rim #9, SWNE Section 18-T3S-R6W.

(3) None.

(4) Gas gathering lines are along graded roads from Sink Draw 6 east past Cedar Rim 2 and from Sink Draw 4 east and then south past Cedar Rim 9.

(5) None.

(6) Water line along graded road from Sink Draw 6 east past Cedar Rim 2 and from Sink Draw 4 east to UT-1.

B. (1) There will be no new production facilities as we intend to use the existing facilities at the Sink Draw #3 well site and a 3½" line will be laid along the proposed access road from the Sink Draw #3 well to the proposed Sink Draw #3-A well.

(2) through (4) NA.

C. That part of the facility no longer needed after drilling is completed will be graded back to the original slope as near as practicable and reseeded with a grass mixture of five pounds crested wheat grass, five pounds intermediate wheat grass and three pounds nomad alfalfa to each acre.

D. If plans to frac the well are made, frac tanks and equipment will be located at least 200 feet from the well head. Some additional grading and leveling of the location site may be needed.

5. Location and Type of Water Supply

A. See accompanying topography map for location of water supply. The source of water supply will be from the Strawberry River near Duchesne, Utah.

B. We intend to transport the water supply with water trucks, using State Highway 40 and the route described in 1.(B).

C. No water wells will be drilled on the leased premises.

6. Source of Construction Material

A. Native material will be used in the construction of the location site.

B. The native material used in construction of the drillsite is on the leased premises where the minerals are owned by the Ute Indian Tribe and the Ute Distribution Corporation, and the surface is owned by Ford Finance and Insurance Company (SW¼, W½SE¼, NE¼SE¼) and Thomas C. Heisey (N½).

C. See item "A" above. Native materials will be used and if the proposed access road needs gravel, the gravel will be transported from a location near State Highway 87. (See attached topographic map).

D. NA

7. Method for Handling Waste Disposal.

(1) All cuttings, salts and other solid waste will be contained in the reserve pit and, upon completion of drilling, will be covered upon filling the reserve pit.

(2) Drilling fluids will be contained in the reserve pit. Upon completion of drilling, the fluids will be allowed to evaporate or will be hauled away by truck and the reserve pit filled and restored.

(3) May be produced water and/or oil. If so, it will travel through a 3½" line to the facilities at the Sink Draw #3 well and disposed of through our salt water disposal system.

(4) A portable chemical toilet will be on the location site for human waste and sewage.

(5) All garbage and trash will be contained in the trash pit on the location site and, upon completion of drilling, the pit will be covered with a minimum of four feet of cover.

(6) Upon completion of drilling activities and after the rig has been moved off the location, the trash pit and reserve pit will be filled and leveled and all disturbed areas not needed for production activities will be restored to its original slope and condition, as nearly as is practicable. All excess material unnecessary for the production of the well will be moved off the location.

8. Ancillary Facilities

There will be a 3½" line from the well to the existing facilities at the Sink Draw #3 well.

9. Well Site Layout

Items 1, 2 and 3. See accompanying well site layout plat.

Item 4. The reserve pit will be unlined.

10. Plans for Restoration of Surface.

(1) Upon completion of drilling and producing activities, all disturbed areas will be graded to the original slope and contour as nearly as is practicable and the top soil that is stripped and stockpiled will be spread over the area. All waste and trash will be buried in the trash pit. The reserve pit will be allowed to dry prior to backfilling and leveling.

(2) Upon completion of the backfilling, leveling and contouring of the site, reseeding will be accomplished with a grass mixture of five pounds crested wheat grass, five pounds intermediate wheat grass and three pounds nomad alfalfa to each acre.

(3) Prior to releasing the rig from location, the reserve pit will be completely fenced for protection of livestock and wild life until the pit has dried and is backfilled and leveled.

(4) Upon completion of drilling operations, any oil in the pit will be removed or burned off.

(5) Restoration activities will begin immediately after completion of the well and the backfilling, leveling and contouring should be completed within 60 days from commencement of such activities. Reseeding will be accomplished when the moisture content of the soil is adequate for germination.

11. Other Information

(1) The well site is located on a northeasterly slope of approximately 3.0% grade, with shale and sandstone soil, pinion pine, Juniper, cactus and sagebrush. The animal life consists of small rodents, lizards, rabbits and deer.

(2) The area supports grazing for sheep.

The minerals are owned by the Ute Indian Tribe and the Ute Distribution Corporation and the surface is owned by:

Ford Finance and Insurance Company and
2627 Washington Blvd
PO Box 1269
Ogden, Utah 84402

Thomas C. Heisey
PO Box 767
Newark, Ohio 43055

(3) There are no dwellings in the area and no evidence of archeological, historical or cultural sites affected.

12. Lessee's or Operator's Representative

Esker Matteson
715 Horizon Drive, Suite 177
Grand Junction, CO 81501

Janet Kae Kruse
1 Park Central, Suite 530
Denver, CO 80202

(303) 245-8315
Mobile: (303) 245-3660 Unit 5745
Home: (303) 434-7039

(303) 623-5266

13. Certification

I hereby certify that I, or persons under my direct supervision, have inspected the proposed drillsite and access route; that I am familiar with the conditions which presently exist; that the statements made in this plan are, to the best of my knowledge, true and correct; and that the work associated with the operations proposed herein will be performed by Koch Exploration Company and its contractors and subcontractors in conformity with this plan and the terms and conditions under which it is approved.

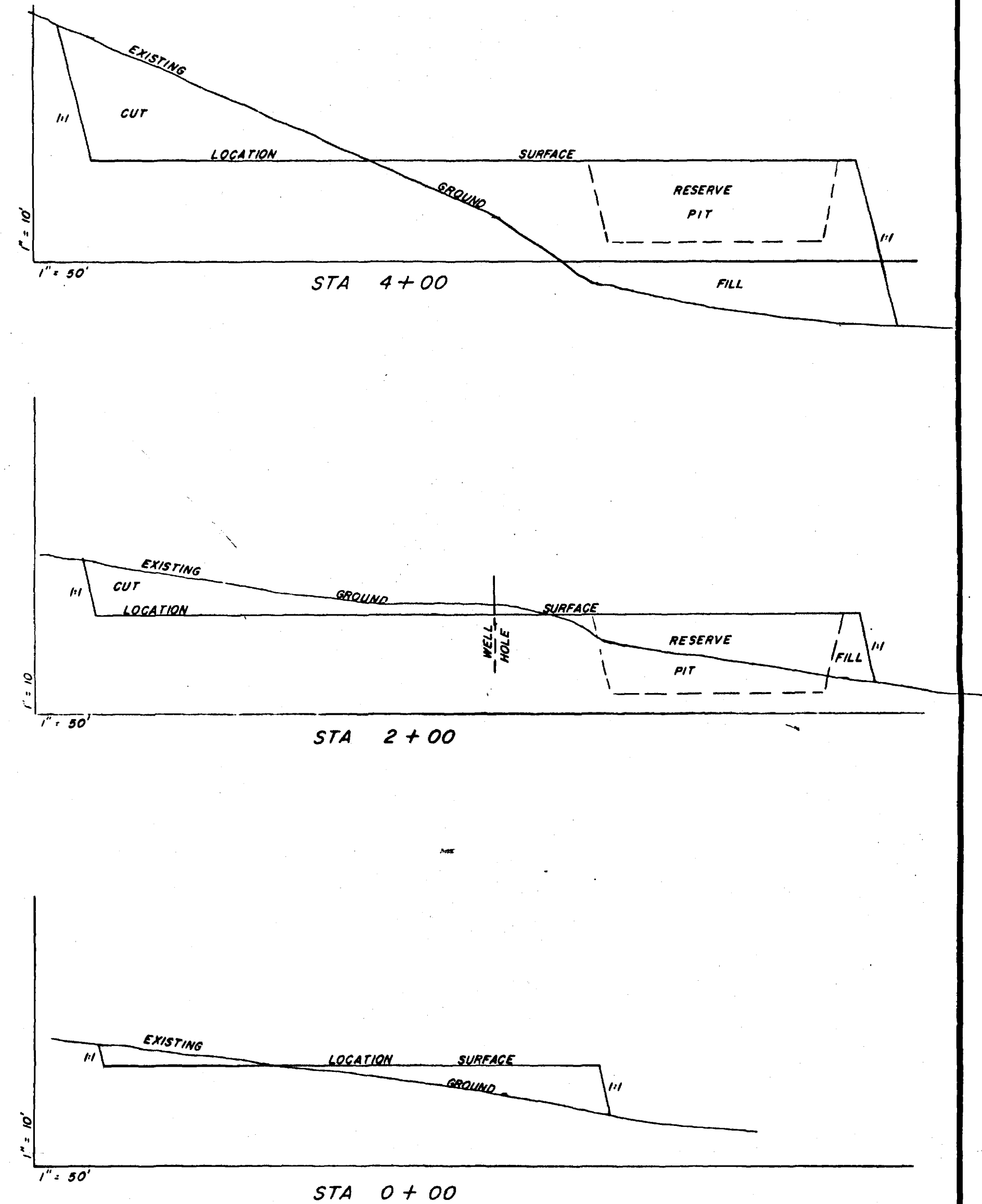
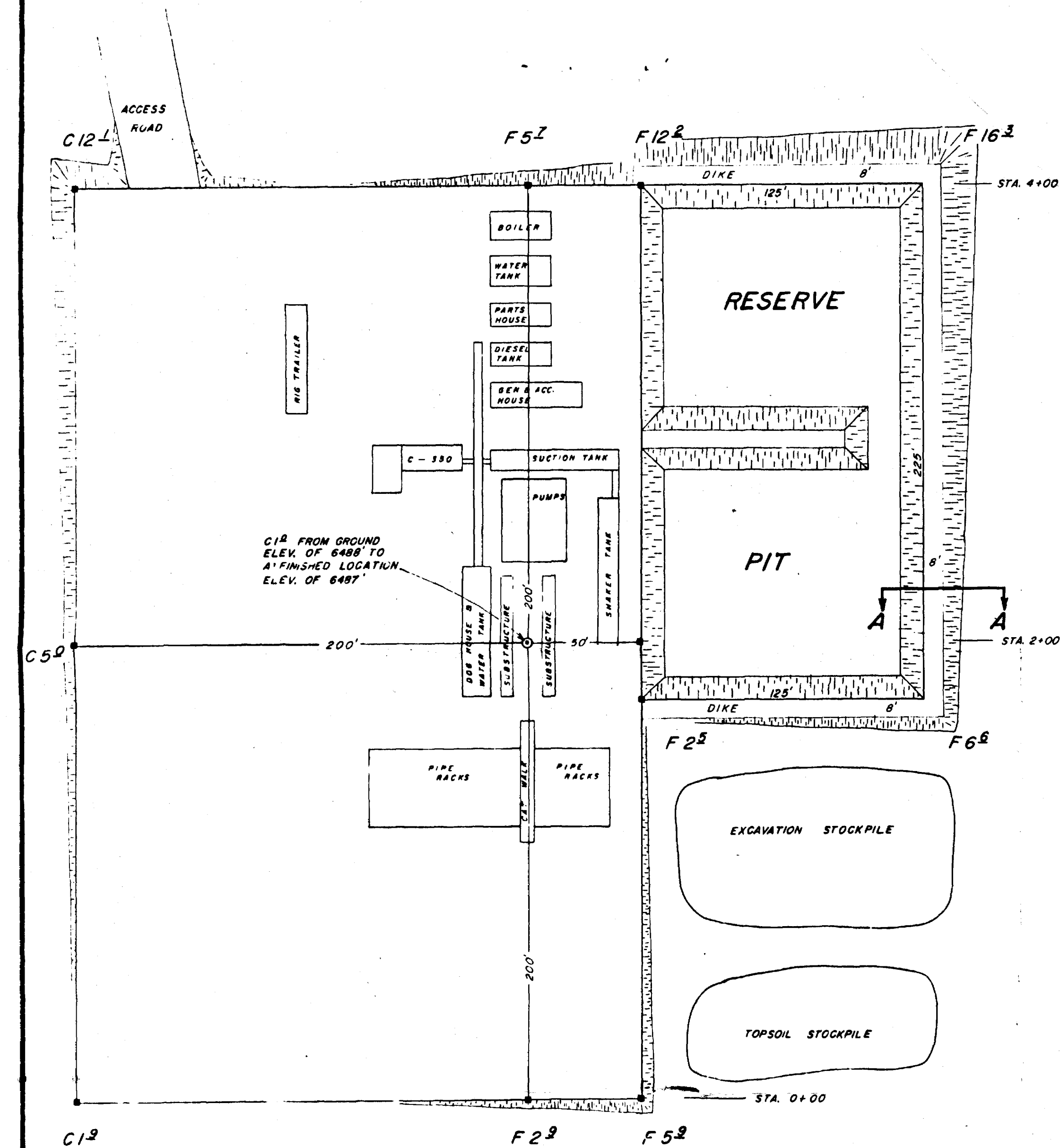
September 11, 1980
(DATE)

Janet Kae Kruse
Janet Kae Kruse, Landman

KOCH EXPLORATION CO.

WELL LAYOUT PLAT SINK DRAW 3-A

LOCATED IN THE SW 1/4 OF THE SE 1/4 OF
SECTION 13, T 3 S, R 7 W, U.S.B. & M.



NOTES

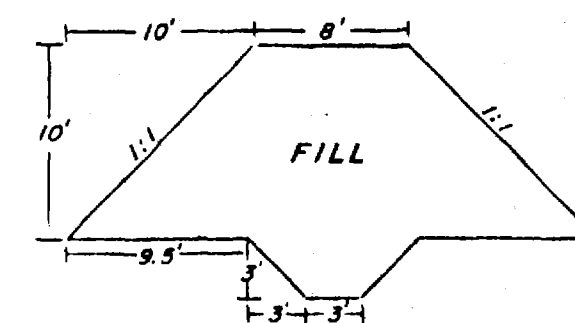
SOIL IS COMPOSED OF SHALE AND WEATHERED SANDSTONE

SPIKE WITH LATH SET AT THESE POINTS

APPROXIMATE YARDAGES

CUT 8700 CU. YDS.

FILL 7400 CU. YDS.

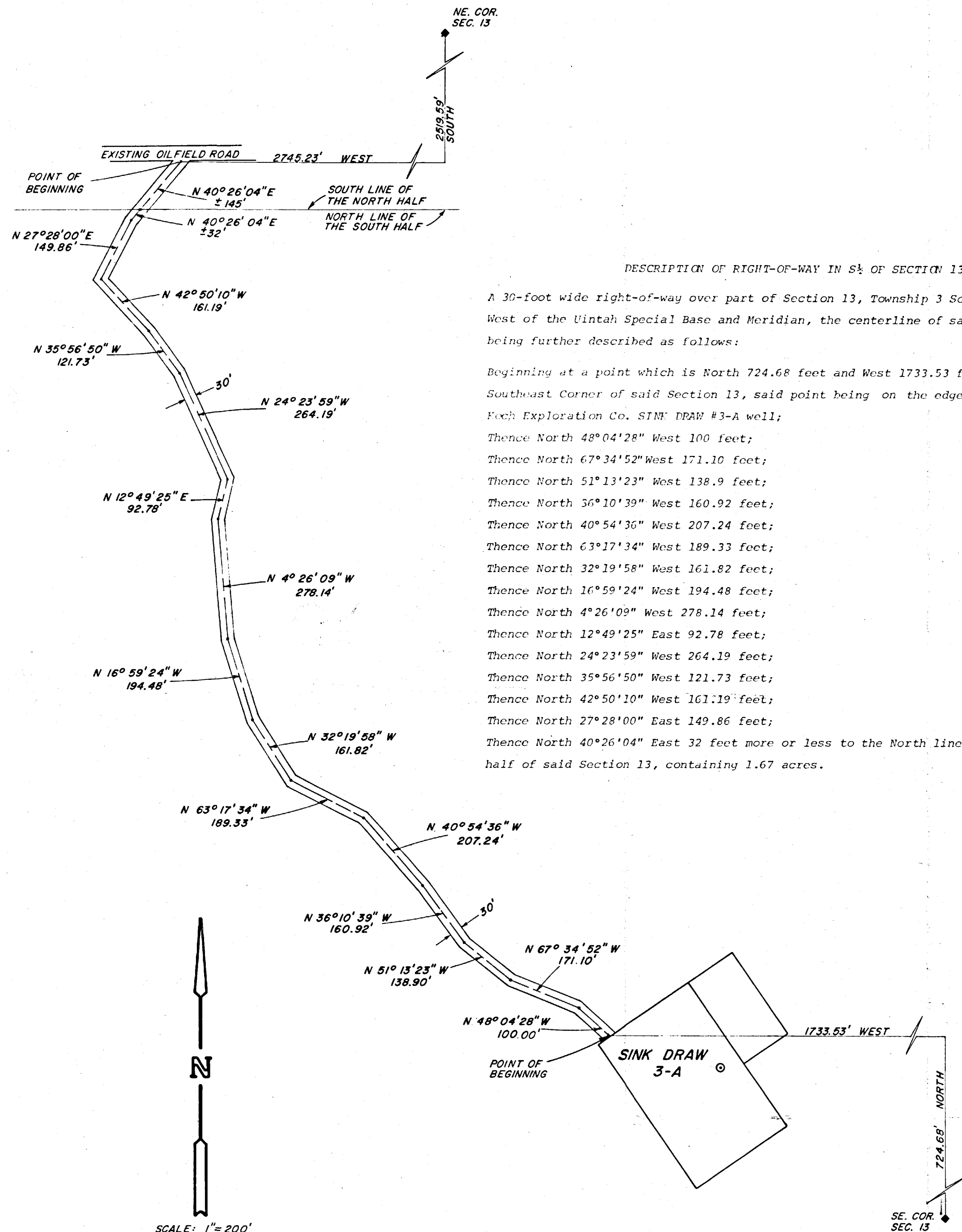


KEYWAY A-A
EXCAVATE & BACKFILL

JERRY D. ALLRED & ASSOCIATES
Surveying & Engineering Consultants

121 North Center Street
P.O. Drawer C
Duchesne, Utah 84021
(801) 738-5352

CENTER LINE OF RIGHT-OF-WAY SURVEY
FOR
KOCH EXPLORATION CO.
SINK DRAW 3-A, ACCESS ROAD
SECTION 13, TOWNSHIP 3 SOUTH, RANGE 7 WEST
UINTAH SPECIAL BASE & MERIDIAN



DESCRIPTION OF RIGHT-OF-WAY IN S½ OF SECTION 13

A 30-foot wide right-of-way over part of Section 13, Township 3 South, Range 7 West of the Uintah Special Base and Meridian, the centerline of said right-of-way being further described as follows:

Beginning at a point which is North 724.68 feet and West 1733.53 feet from the Southeast Corner of said Section 13, said point being on the edge of the proposed Koch Exploration Co. SINK DRAW #3-A well;

Thence North 48°04'28" West 100 feet;

Thence North 67°34'52" West 171.10 feet;

Thence North 51°13'23" West 138.9 feet;

Thence North 36°10'39" West 160.92 feet;

Thence North 40°54'36" West 207.24 feet;

Thence North 63°17'34" West 189.33 feet;

Thence North 32°19'58" West 161.82 feet;

Thence North 16°59'24" West 194.48 feet;

Thence North 4°26'09" West 278.14 feet;

Thence North 12°49'25" East 92.78 feet;

Thence North 24°23'59" West 264.19 feet;

Thence North 35°56'50" West 121.73 feet;

Thence North 42°50'10" West 161.19 feet;

Thence North 27°28'00" East 149.86 feet;

Thence North 40°26'04" East 32 feet more or less to the North line of the South half of said Section 13, containing 1.67 acres.

DESCRIPTION OF RIGHT-OF-WAY IN THE N½ OF SECTION 13

A 30-foot wide right-of-way over part of Section 13, Township 3 South, Range 7 West of the Uintah Special Base and Meridian, the centerline of said right-of-way being further described as follows:

Beginning at a point which is South 2519.59 feet and West 2745.23 feet from the Northeast Corner of said Section 13, said point being on the South line of an existing oil field road,

Thence South 40°26'04" West 145 feet, more or less to the South line of the North half of said Section 13, containing 0.10 acres.

SURVEYOR'S CERTIFICATE

This is to certify that under my personal supervision a survey was made of the parcels shown on this plat and that said plat was prepared from the field notes of said survey and is true and correct to the best of my knowledge.

Jerry D. Allred
Jerry D. Allred, Registered Land
Surveyor, Cert. No. 3817 (Utah)

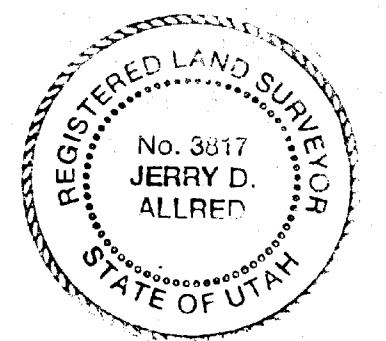


EXHIBIT A

JERRY D. ALLRED & ASSOCIATES
Surveying & Engineering Consultants

121 North Center Street
P.O. Drawer C
DUCHESTER, UTAH 84021
(801) 738-5352

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 1980, between Ford Finance and Insurance Company, 2627 Washington Blvd, PO Box 1269, Ogden, UT 84402, hereinafter termed "Grantor" and Koch Industries, Inc., a Kansas corporation, qualified to do business in the State of Utah, hereinafter termed "Grantee";

WITNESSETH:

That for and in consideration of the sum of Seven Hundred Fifty---- Dollars (\$750.00) paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the full and prompt performance of the covenants to be performed by Grantee as hereinafter set out and contained, Grantor does hereby grant, bargain, convey and confirm unto Grantee, its successors and assigns, the following rights-of-way, easements and options:

- A. A nonexclusive easement and right-of-way of general passage over a roadway and the right to construct said road located within SE $\frac{1}{4}$ Section 13-T3S-R7W, USM, Duchesne County, Utah. Said right-of-way being thirty (30) feet in width, on, over, through and across the above described lands, together with the right to relocate portions thereof consistent with the rights herein granted, and the right to improve, reconstruct, repair and maintain same as it may be reconstructed and relocated, including the right to remove material excavated from cuts for use as fill, for the purpose of, but not limited to, transporting equipment, supplies, products and personnel, including employees, agents, contractors and invitees of Grantee, in connection with exploring and drilling for, operating, mining, producing and transporting oil, gas or any other mineral, whether similar or dissimilar. Said proposed roadway and the approximate location of the road to be constructed is shown on Exhibit "A" attached hereto.
- B. A nonexclusive twenty (20)-foot easement to run parallel with and on either side of the right-of-way to construct, lay, operate, maintain, service, repair, inspect, protect, replace and, from time to time, to change the size of and remove a pipeline on, over, through, under and across the above described lands for the transportation of oil, gas, water and any other fluid or substance, together with such valves, fittings, meters and other appurtenances as Grantee deems necessary or convenient for the operation thereof, together with the right of ingress and egress connected therewith. There is included in this grant the right, from time to time, to construct, lay, operate, maintain, service, repair, inspect, protect, replace and change the size of one or more additional lines of pipe approximately parallel with the first pipeline laid by Grantee hereunder.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns for a term of twenty (20) years from the date hereof for the purpose aforesaid.

Grantor hereby grants unto Grantee the exclusive and irrevocable option to renew and extend said right-of-way and easements hereby granted for successive terms of twenty (20) years, on the condition that Grantor be notified of the exercise of each option at least thirty (30) days before termination of the then existing right-of-way and easement grants, and on the further condition that Grantee is to pay Grantor the sum of Seven Hundred Fifty Dollars (\$750.00) as consideration for each such extension.

Grantee agrees to maintain said right-of-way for so long as Grantee uses same; provided, however, in the event any act of nature such as, but not limited to, landslide, flood, snowslide or washout, damages or destroys any portion of said right-of-way, Grantee shall not be required to repair or replace same or in any manner be responsible therefor. Provided further that, in the event any governmental agency, whether federal or state, acquires any portion or portions of said right-of-way by condemnation or otherwise, Grantee shall not be required to relocate any such portion or portions of said right-of-way so acquired.

Grantee shall either repair or pay for damages caused by its operations to growing crops, buildings, ditches, feed lots, fences and livestock of Grantor.

Grantee may, at any time, relinquish its rights granted hereunder by written instrument recorded in Duchesne County, Utah. Upon such relinquishment, all of Grantee's rights and obligations, except as hereinafter set forth, shall immediately cease.

It is understood and agreed that all pipelines, meters, valves, poles, wires and any and all other facilities, equipment or materials placed in, on, over, under or across the aforesaid right-of-way or easements shall be subject to removal at any time at the sole election of Grantee; provided, however, if Grantee fails to remove any or all such facilities, equipment or materials within six (6) months after termination of the rights herein granted, then title to such facilities, equipment or materials then remaining thereon shall vest in and become the sole property of Grantor.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above set forth.

Ford Finance and Insurance Company

By: _____ (GRANTOR)

_____ (GRANTOR)

KOCH INDUSTRIES, INC.

ATTEST:

Ass't Secretary

By: _____
Vice President

STATE OF)
) ss.
County of)

On this _____ day of _____, 1980, before me _____

_____, a Notary Public in and for said county, personally appeared _____ known to me to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public

Residing at: _____

My commission expires:

STATE OF KANSAS)
) ss.
County of Sedgwick)

On the _____ day of _____, 1980, personally appeared before me R. T. Bick, who, being by me duly sworn or affirmed, did say that he is the vice president of Koch Industries, Inc., and that said instrument was signed in behalf of said corporation by authority of its by-laws or of a resolution of its board of directors, as the case may be, and said R. T. Bick acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

Notary Public for the State of Kansas
Residing at Sedgwick County, Kansas

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 1980, between Thomas C. Heisey of Newark, Ohio, hereinafter termed "Grantor", and Koch Industries, Inc., a Kansas corporation, qualified to do business in the State of Utah, hereinafter termed "Grantee"

WITNESSETH:

That for and in consideration of the sum of Two Thousand and no/100 Dollars (2,000.00) paid to Grantor by Grantee, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the full and prompt performance of the covenants to be performed by Grantee as hereinafter set out and contained, Grantor does hereby grant, bargain, convey and confirm unto Grantee, its successors and assigns, the following rights-of-way, easements and options:

- A. A nonexclusive easement and right-of-way of general passage over an existing roadway located within N $\frac{1}{2}$ Section 13 and NE $\frac{1}{4}$ Section 14-T3S-R7W, USM, and the right to construct a new access road in the NE $\frac{1}{4}$ of Section 13-T3S-R7W, Duchesne County, Utah. Said right-of-way being thirty (30) feet in width, on, over, through and across the above described lands, together with the right to relocate portions thereof consistent with the rights herein granted, and the right to improve, reconstruct, repair and maintain same as it may be reconstructed and relocated, including the right to remove material excavated from cuts for use as fill, for the purpose of, but not limited to, transporting equipment, supplies, products and personnel, including employees, agents, contractors and invitees of Grantee, in connection with exploring and drilling for, operating, mining, producing and transporting oil, gas or any other mineral, whether similar or dissimilar. Said existing roadway and the proposed access road are shown on the attached Exhibits "A" and "B", respectively.
- B. A nonexclusive twenty (20)-foot easement to run parallel with and on either side of the right-of-way to construct, lay, operate, maintain, service, repair, inspect, protect, replace and, from time to time, to change the size of and remove a pipeline on, over, through, under and across the above described lands for the transportation of oil, gas, water and any other fluid or substance, together with such valves, fittings, meters and other appurtenances as Grantee deems necessary or convenient for the operation thereof, together with the right of ingress and egress connected therewith. There is included in this grant the right, from time to time, to construct, lay, operate, maintain, service, repair, inspect, protect, replace and change the size of one or more additional lines of pipe approximately parallel with the first pipeline laid by Grantee hereunder.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns for a term of twenty (20) years from the date hereof for the purpose aforesaid.

Grantor hereby grants unto Grantee the exclusive and irrevocable option to renew and extend said right-of-way and easements hereby granted for successive terms of twenty (20) years, on the condition that Grantor be notified of the exercise of each option at least thirty (30) days before termination of the then existing right-of-way and easement grants, and on the further condition that Grantee is to pay Grantor the sum of Two Thousand Dollars (\$2,000.00) as consideration for each such extension.

Grantee agrees to maintain said right-of-way for so long as Grantee uses same; provided, however, in the event any act of nature such as, but not limited to, landslide, flood, snowslide or washout, damages or destroys any portion of said right-of-way, Grantee shall not be required to repair or replace same or in any manner be responsible therefor. Provided further that, in the event any governmental agency, whether federal or state, acquires any portion or portions of said right-of-way by condemnation or otherwise, Grantee shall not be required to relocate any such portion or portions of said right-of-way so acquired.

Grantee shall either repair or pay for damages caused by its operations to growing crops, buildings, ditches, feed lots, fences and livestock of Grantor.

Grantee may, at any time, relinquish its rights granted hereunder by written instrument recorded in Duchesne County, Utah. Upon such relinquishment, all of Grantee's rights and obligations, except as hereinafter set forth, shall immediately cease.

It is understood and agreed that all pipelines, meters, valves, poles, wires and any and all other facilities, equipment or materials placed in, on, over, under or across the aforesaid right-of-way or easements shall be subject to removal at any time at the sole election of Grantee; provided, however, if Grantee fails to remove any or all such facilities, equipment or materials within six (6) months after termination of the rights herein granted, then title to such facilities, equipment or materials then remaining thereon shall vest in and become the sole property of Grantor.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above set forth.

Thomas C. Heisey (GRANTOR)

(GRANTOR)

KOCH INDUSTRIES, INC.

ATTEST:

Ass't Secretary By: _____
Vice President

STATE OF)
) ss.
County of)
On this _____ day of _____, 1980, before me _____

_____, a Notary Public in and for said county, personally appeared Thomas C. Heisey, known to me to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

Notary Public
Residing at: _____

My commission expires:

STATE OF KANSAS)
) ss.
County of Sedgwick)

On the _____ day of _____, 1980, personally appeared before me R. T. Bick, who, being by me duly sworn or affirmed, did say that he is the vice president of Koch Industries, Inc., and that said instrument was signed in behalf of said corporation by authority of its by-laws or of a resolution of its board of directors, as the case may be, and said R. T. Bick acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

Notary Public for the State of Kansas
Residing at Sedgwick County, Kansas

REHABILITATION PLAN

Lease No.: UT-05759 ; Well Name and No.: Sink Draw #3-A ;
Location: 660' FSL, 1484' FEL (SW $\frac{1}{4}$ SE $\frac{1}{4}$), Sec. 13, T. 3 ~~(N)~~ (S), R. 7 (W) ~~(E)~~ ;
Koch Exploration Company, a division of Koch Industries, Inc., intends to drill
a well on surface owned by Ford Finance and Insurance Company. The lessee/Operator
agrees to complete the following rehabilitation work if the well is a producer:

- ☒ Yes ☐ No Maintain access road and provide adequate drainage to road.
☒ Yes ☐ No Reshape and reseed any area not needed for maintenance of the
pump and support facilities.

Other requirements: _____

The following work will be completed when the well is abandoned:

- ☒ Yes ☐ No Pit will be fenced until dry, then filled to conform to surrounding
topography.
☒ Yes ☐ No Water bars will be constructed as deemed necessary.
☒ Yes ☐ No Site will require reshaping to conform to surrounding topography.
☒ Yes ☐ No Entire disturbed area will be reseeded. If yes, the following
seed mixture will be used:
A grass mixture of five pounds crested wheat grass, five pounds
intermediate wheat grass and three pounds nomad alfalfa to each acre.
☐ Yes ☒ No Access road will be closed, rehabilitated and reseeded using the
same seed mixture as above.
☒ Yes ☐ No Access road will remain for surface owner's use.
☒ Yes ☐ No Water bars will be constructed on the access road as deemed
necessary.

Other requirements: _____

Surface Owner:

Name: Ford Finance and Insurance Company
Address: 2627 Washington Blvd
City: PO Box 1269 Ogden
State: Utah 84402
Telephone: _____
Date: _____

Operator/Lessee

Name: Koch Exploration Company
Address: 1 Park Central Suite 530
City: Denver
State: Colorado 80202
Telephone: (303) 623-5266
Date: September 10, 1980

I CERTIFY rehabilitation is satisfactory with me, the surface owner.

(Surface Owner's Signature)
Michael H. Ford

This plan covers rehabilitation requirements only and does not affect any other
agreements between the lessee/operator and surface owner.

REHABILITATION PLAN

Lease No.: UT-05759 ; Well Name and No.: Sink Draw #3-A ;
Location: 660' FSL, 1484' FEL , Sec. 13 , T. 3 ~~(N)~~ (S), R. 7 (W) ~~(E)~~ ;
Koch Exploration Company, a division of Koch Industries, Inc., intends to drill
a well on surface owned by Thomas C. Heisey . The lessee/Operator
agrees to complete the following rehabilitation work if the well is a producer:

- ☒ Yes ☐ No Maintain access road and provide adequate drainage to road.
☒ Yes ☐ No Reshape and reseed any area not needed for maintenance of the
pump and support facilities.

Other requirements: _____

The following work will be completed when the well is abandoned:

- ☒ Yes ☐ No Pit will be fenced until dry, then filled to conform to surrounding
topography.
☒ Yes ☐ No Water bars will be constructed as deemed necessary.
☒ Yes ☐ No Site will require reshaping to conform to surrounding topography.
☒ Yes ☐ No Entire disturbed area will be reseeded. If yes, the following
seed mixture will be used:
A grass mixture of five pounds crested wheat grass, five pounds
intermediate wheat grass and three pounds nomad alfalfa to each
acre.
☐ Yes ☒ No Access road will be closed, rehabilitated and reseeded using the
same seed mixture as above.
☒ Yes ☐ No Access road will remain for surface owner's use.
☒ Yes ☐ No Water bars will be constructed on the access road as deemed
necessary.

Other requirements: _____

Surface Owner:

Name: Thomas C. Heisey
Address: PO Box 767
City: Newark
State: Ohio 43055
Telephone: _____
Date: _____

Operator/Lessee

Name: Koch Exploration Company
Address: 1 Park Central Suite 530
City: Denver
State: Colorado 80202
Telephone: (303) 623-5266
Date: September 10, 1980

I CERTIFY rehabilitation is satisfactory with me, the surface owner.

(Surface Owner's Signature)

This plan covers rehabilitation requirements only and does not affect any other
agreements between the lessee/operator and surface owner.

** FILE NOTATIONS **

DATE: Oct 10, 1980

OPERATOR: Rock Exploration Co.

WELL NO: Sink Draw 3-A

Location: Sec. 13 T. 3S R. 7W County: Duchesne

File Prepared: ☐

Entered on N.I.D: ☐

Card Indexed: ☐

Completion Sheet: ☐

API Number 43-013-30546

CHECKED BY:

Petroleum Engineer: _____

Director: Other - SINK DRAW #3
This well is approved as a test well in
section 13 T3S R7W after 60 day testing period
only one well can be produced in section 13 unless
otherwise ordered after notice and hearing before the Board
Administrative Aide: _____

APPROVAL LETTER:

Test Well

Bond Required: ☐

Survey Plat Required: ☐

Order No. _____

O.K. Rule C-3 ☐

Rule C-3(c), Topographic Exception - company owns or controls acreage
within a 660' radius of proposed site ☐

Lease Designation Good

Plotted on Map ☒

Approval Letter Written ☒

Hot Line ☒

P.I. ☒

October 20, 1980

Koehn Exploration Company
1 Park Central, Suite 530
Denver, Colorado 80202

Re: Well No. Sink Draw #3-A
Sec. 13, T. 3S, R. 7W,
Duchesne County, Utah

Insofar as this office is concerned, approval to drill ~~this well~~ referred to oil well as an infill test well is hereby granted. However, this well is approved as a 60-day test well and at no time may this well and the Sink Draw #3 located in the same section be produced at the same time after the 60-day testing period unless otherwise authorized by the Board of Oil, Gas, and Mining.

Should you determine that it will be necessary to plug and abandon this well, you are hereby requested to immediately notify the following:

MICHAEL T. MINDER - Petroleum Engineer
Office: 533-5771
Home: 876-3001

Enclosed please find Form OGC-8-X, which is to be completed whether or not water sands (aquifers) are encountered during drilling. Your cooperation in completing this form will be appreciated.

Further, it is requested that this Division be notified within 24 hours after drilling operations commence, and that the drilling contractor and rig number be identified.

The API number assigned to this well is 43-⁰¹³~~914~~-30546.

Sincerely,

DIVISION OF OIL, GAS, AND MINING

Cleon B. Feight /ka
Cleon B. Feight
Director

/ka
cc: BSGS

June 2, 1981

Koch Exploration Company
1 Park Central, Suite 530
Denver, Colorado 80202

Re: SEE ATTACHED SHEET ON WELLS DUE.

Gentlemen:

In reference to above mentioned wells, considerable time has gone by since approval was obtained from this office.

This office has not recieved any notification of spudding. If you do not intend to drill these wells, please notify this Division. If spudding or any other activity has taken place, please send necessary forms. If you plan on drilling these well locations at a later date, please notify as such.

Your prompt attention to the above will be greatly appreciated.

Very truly yours,

DIVISION OF OIL, GAS, AND MINING



SANDY RATES
CLERK-TYPIST

ATTACHED SHEET ON WELLS DUE

1. Well NO. Sink Draw #3-A
Sec. 13, T3S. R.7W.
Duchesne County, Utah

2. Well No. Sink Draw #6-A
Sec. 23, T3S. R.7W.
Duchesne County, Utah

3. Well No.,

I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above wells.

I have the honor to inform you that the same have been examined and found to be in good condition and are producing water in good quantity. It is requested that you continue to keep them in good condition and notify me on such.

Very truly yours,

Very truly yours,

Very truly yours,

KOCH EXPLORATION COMPANY

SUITE 530 ONE PARK CENTRAL 1515 ARAPAHOE STREET
DENVER, COLORADO 80202 TEL. 303-623-5266



June 8, 1981

State of Utah
Division of Oil, Gas, and Mining
1588 West North Temple
Salt Lake City, Utah 84116
Attn: Sandy Bates

Gentlemen:

We have your letter dated June 2, 1981, concerning status of Applications to Drill our Sink Draw #3A and Sink Draw #6A wells.

The APD's are on land where the oil and gas minerals are owned by the Ute Indian Tribe. We have submitted our Applications to Drill to the U. S. Geological Survey and are awaiting their approval. If we do not receive approval to drill from the U.S.G.S. we will advise you.

Yours very truly,

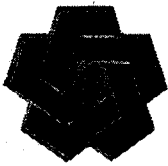
A handwritten signature in cursive script, appearing to read "Robert D. Romek".

Robert D. Romek
District Landman

RECEIVED

JUN 10 1981

DIVISION OF
OIL, GAS & MINING



STATE OF UTAH
NATURAL RESOURCES & ENERGY
Oil, Gas & Mining

Scott M. Matheson, Governor
Temple A. Reynolds, Executive Director
Cleon B. Feight, Division Director

4241 State Office Building • Salt Lake City, UT 84114 • 801-533-5771

January 29, 1982

Koch Exploration Company
1 Park Central, Suite #530
Denver, Colorado 80202

Re: Well No. Sink Draw 3-A
Sec. 13, T. 3S, R. 7W
Duchesne County, Utah

Well No. Sink Draw 6-A
Sec. 23, T. 3S, R. 7W
Duchesne County, Utah

Gentlemen:

In reference to the above mentioned wells, considerable time has gone by since approval was obtained from this office.

This office has not received any notification of spudding. If you do not intend to drill these wells, please notify this Division. If spudding or any other activity has taken place, please send necessary forms. If you plan to drill this location at a later date, please notify as such.

Your prompt attention to the above will be greatly appreciated.

Very truly yours,

DIVISION OF OIL, GAS AND MINING

Cari Furse
Clerk Typist

KOCH EXPLORATION COMPANY

SUITE 530 ONE PARK CENTRAL 1515 ARAPAHOE STREET
DENVER, COLORADO 80202 TEL 303-623-5266



February 5, 1982

L.A.

State of Utah
Natural Resources & Energy
Oil, Gas and Mining
4241 State Office Bldg.
Salt Lake City, UT 84114

Re: Well No. Sink Draw 3-A
Sec. 13-T3S-R7W
Duchesne County, Utah

Well No. Sink Draw 6-A
Sec. 23-T3S-R7W
Duchesne County, Utah

Gentlemen:

Reference is made to your letter dated January 29, 1982 asking about the status of the above referenced wells.

We have elected not to drill the above referenced wells and therefore, our Applications to Drill may be canceled.

Yours very truly,

A handwritten signature in cursive script, appearing to read 'Robert D. Romek'.
Robert D. Romek
District Landman

aps

cc: Bud Ziser

RECEIVED
FEB 11 1982
DIVISION OF
OIL, GAS & MINING

L.A.

SEP 14 1983

3140
(U-922)

Koch Exploration Company
1 Park Central, Suite 530
Denver, Colorado 80202

Re: Application for Permit to Drill
Well No. 3A
Section 13, T38-R7W
Duchesne County, Utah
Lease No. 14-20-H62-1133

Gentlemen:

The referenced Application for Permit to Drill was received in this office September 17, 1980.

We are returning your application unapproved, per phone conversation with Bill Martens on August 9, 1983. If you again desire to drill at this location, a new complete package must be submitted.

If you have any questions, please feel free to call.

Sincerely,

E. W. Guynn
Chief, Branch of Fluid Minerals

bcc:

BLM-Vernal
State O&G
State BLM
BIA
Well File
APD Control
922:DHorsley:db:9/13/83:4590